

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**NOTICE OF INVITATION TO BID FOR LEASING
OF STATE-OWNED FREEWAY LEASE AREAS (FLAs)**

ORAL BIDS WILL BE ACCEPTED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, DISTRICT 4, **IN THE AUDITORIUM**, AT 111 GRAND AVENUE, OAKLAND, CALIFORNIA, ON **TUESDAY, JUNE 14, 2011 AT 10:30 A.M. SHARP** FOR THE PURPOSE OF LEASING PROPERTY SHOWN ON THE ATTACHED INFORMATION SHEETS. **BIDDER REGISTRATION BEGINS AT 9:30 A.M.**

ORAL AUCTION

THOSE WISHING TO PARTICIPATE IN THE AUCTION MUST ARRIVE PRIOR TO BIDDING TO REGISTER. LATECOMERS WILL NOT BE ALLOWED TO BID. ALL PARTICIPANTS MUST BRING TO THE AUCTION SEPARATE CASHIER'S CHECKS IN THE AMOUNT OF THE INDICATED BID DEPOSIT FOR EACH PARCEL TO BE BID ON AND A COMPLETED "**BIDDER INFORMATION SHEET**" (ATTACHED). BIDDERS CANNOT BID ON ANY OTHER PARCELS. CASHIER'S CHECKS WILL BE INSPECTED PRIOR TO BIDDING AND THE BIDDER INFORMATION SHEETS WILL BE COLLECTED DURING REGISTRATION.

FOR FURTHER INFORMATION PLEASE CHECK OUR WEBSITE AT:

www.dot.ca.gov/dist4/airspace

(or you may contact Caltrans staff)

<u>PARCEL COUNTIES</u>	<u>STAFF</u>	<u>PHONE NUMBER</u>	<u>EMAIL ADDRESS</u>
ALA	Nancy Bocanegra	(510) 286-5420	nancy_bocanegra@dot.ca.gov
CC-80	Mahnaz Rastakhiz	(510) 286-5418	mahnaz_rastakhiz@dot.ca.gov
SF-80, MRN, CC	Leslie Wong	(510) 286-5423	leslie_c_wong@dot.ca.gov
SF-101, SF-280	Jim Bozionelos	(510) 286-6236	jim_bozionelos@dot.ca.gov
SM, SCL	Mark Yee	(510) 286-5425	mark_t_yee@dot.ca.gov

JUNE 14, 2011 AUCTION

PARCEL NUMBER	DATE AVAILABLE	NET SQUARE FEET	MINIMUM MONTHLY BID	BID DEPOSIT	LEASE TERMS and CONDITIONS
ALA-024-01	July 1, 2011	14,400	\$2,800.00	\$3,800.00	2-year standard lease
ALA-580-07	July 1, 2011	43,000	\$2,750.00	\$3,750.00	2-year standard lease
ALA-580-08	July 1, 2011	45,140	\$13,500.00	\$14,500.00	2-year standard lease
ALA-580-09	July 1, 2011	79,000	\$23,000.00	\$24,000.00	2-year standard lease
ALA-580-13	July 1, 2011	65,500	\$500.00	\$1,500.00	2-year standard lease
ALA-580-33	July 1, 2011	8,738	\$500.00	\$1,500.00	2-year standard lease
ALA-880-29 ⁽¹⁾	July 1, 2011	32,794	\$2,800.00	\$3,800.00	2-year standard lease
ALA-880-36 ⁽²⁾	Aug. 1, 2011	71,000	\$1,000.00	\$2,000.00	5-year developmental lease
ALA-880-43	July 1, 2011	13,400	\$1,800.00	\$2,800.00	2-year standard lease
ALA-880-52	July 1, 2011	35,565	\$500.00	\$1,500.00	2-year standard lease
ALA-880-53	July 1, 2011	43,500	\$500.00	\$1,500.00	2-year standard lease
ALA-880-54	July 1, 2011	26,000	\$500.00	\$1,500.00	2-year standard lease
ALA-880-74 ⁽³⁾	July 1, 2011	34,872	\$500.00	\$1,500.00	2-year standard lease
ALA-880-75 ⁽³⁾	July 1, 2011	34,872	\$500.00	\$1,500.00	2-year standard lease
ALA-980-06	July 1, 2011	28,345	\$3,000.00	\$4,000.00	2-year standard lease
ALA-980-07	July 1, 2011	46,000	\$5,000.00	\$6,000.00	2-year standard lease

PARCEL NUMBER	DATE AVAILABLE	NET SQUARE FEET	MINIMUM MONTHLY BID	BID DEPOSIT	LEASE TERMS and CONDITIONS
CCX-080-08A ⁽⁴⁾	July 1, 2011	51,000	\$3,000.00	\$4,000.00	2-year standard lease
CCX-080-08B ⁽⁴⁾	July 1, 2011	30,000	\$1,500.00	\$2,500.00	2-year standard lease
MRN-101-32 ⁽⁵⁾	July 1, 2011	55,000	\$2,000.00	\$3,000.00	2-year weekend only lease
SF-080-06 ⁽⁶⁾	July 1, 2011	17,800	\$7,000.00	\$8,000.00	2-year public parking lease
SF-080-30 ⁽⁶⁾	July 1, 2011	14,922	\$4,000.00	\$5,000.00	2-year public parking lease
SF-101-25	July 1, 2011	28,026	\$7,000.00	\$8,000.00	2-year public parking lease
SCL-87-03	July 1, 2011	26,021	\$1,000.00	\$2,000.00	2-year standard lease

⁽¹⁾**Special Remarks For Parcel ALA-880-29** – The original mapping shows parcels 29 and 30. Only parcel 29 (the existing physical parking lot) as outlined in red on the aerial photo is available. Please contact Nancy Bocanegra at (510) 286-5420 for any required clarification.

⁽²⁾**Special Remarks For Parcel ALA-880-36**– Caltrans is currently using this property for project purposes. It is estimated that the premises will become available for lease on August 1, 2011; however, this date is subject to change. Additional information and conditions attached herein.

⁽³⁾**Special Remarks For Parcel ALA-880-74 & 75**– Tenant will be required to install, grade, and compact the premises with a 4 inch deep layer of clean gravel prior to use of the premises. Tenant will be required to obtain a Caltrans Encroachment Permit prior to the gravel installation. A one month rent credit will be provided to cover the time necessary to obtain the required permit and to complete the gravel installation. Tenant's rent obligation shall begin August 1, 2011.

⁽⁴⁾**Special Remarks For Parcels CC-080-08A & B**– The area number above represents the property approximate gross area. Net useable area is less. The property contains a large amount of debris that must be disposed of. Tenant shall be responsible for all cleanup required on the parcels.

⁽⁵⁾**Special Remarks For Parcel MRN-101-32** – Weekend usage only; please see additional information sheet contained within this package and contact Leslie Wong for more information. The 2-year weekend only lease is posted on the Caltrans Right of Way Airspace webpage for review.

⁽⁶⁾**Special Remarks for SF-080-06 & 30** Caltrans has a drainage project commencing that will affect parcels under the SF-80 structures within the City and County of San Francisco. A partial or a total temporary lot closure to various lots will be required and these particular lots may be impacted by this project. All bidders must consider potential upcoming impacts to these lots before bidding on these parcels. As such, all these leases will have 30-Day Lease Termination Notices. The notice period will be further reduced to a 48 hour notice in the days prior to the actual vacate date in an effort to coordinate the tenant's use of the premises as close to the start of construction as possible. No replacement lots will be provided and all potential bidders must cooperate with Caltrans when it comes time to close a portion or all of the affected lots for the project. Please contact Leslie Wong at (510) 286-5423 for more details.

GENERAL DISCLAIMERS:

ALL PROPERTIES WITHIN THE CITY AND COUNTY OF SAN FRANCISCO ARE BEING LEASED AS PARKING LOTS FOR OPERABLE WHEELED VEHICLES. Any uses other than a parking lot must have Caltrans approval before the date of the auction.

IF YOU INTEND TO OPERATE A PUBLIC PARKING LOT WITHIN THE CITY AND COUNTY OF SAN FRANCISCO, YOU WILL BE SUBJECT TO THE FOLLOWING:

- 1) The successful bidder must provide a completed and signed Airspace Public Parking Lease Application (attached) immediately following the auction. Should Caltrans determine that any of the statements, representations or certifications contained on said Airspace Public Parking Lease Application are incorrect, false or misleading, the successful bidder will be given (10) ten working days to rectify any deficiencies. If the successful bidder fails to rectify any deficiencies, the successful bidder's bid may be rejected and will result in forfeiture of the entire amount of the high bidder's bid deposit, which will be retained by Caltrans as liquidated damages.
- 2) All bidders agree to all terms and conditions in the Airspace Public Parking Lease. No further modifications will be made to the Airspace Public Parking Lease. The terms of this lease are posted on the Caltrans website at www.dot.ca.gov/dist4/airspace.
- 3) The successful bidder must keep the following insurance policies in force during the term of the lease:

All public parking lots:

- Commercial General Liability Insurance (\$5,000,000 Minimum)
- Business and Auto Liability Insurance (\$1,000,000 Minimum)

Additional requirements for attended public parking lots:

- Garage Keeper's Legal Liability Insurance (\$1,000,000 Minimum)
 - Workers' Compensation Insurance (\$1,000,000 Minimum)
- 4) Caltrans reserves the right to offer this parcel to another bidder if the previous successful bidder fails to execute the revised Airspace Public Parking Lease or is disqualified for failure to comply with provisions of this bid notice or the Public Parking Lease Application.

IF YOU INTEND TO USE THE PARCEL FOR PRIVATE PARKING OR ANY OTHER USE OTHER THAN PUBLIC PARKING WITHIN THE CITY AND COUNTY OF SAN FRANCISCO OR FOR ALL USES IN ALL COUNTIES OUTSIDE SAN FRANCISCO, YOU WILL BE SUBJECT TO THE FOLLOWING:

- 1) The successful bidder must provide a completed and signed Non-Residential Lease Application (attached) immediately following the auction. Should Caltrans determine that any of the statements, representations or certifications contained on said Non-Residential Lease Application are incorrect, false or misleading, the successful bidder will be given (10) ten working days to rectify any deficiencies. If the successful bidder fails to rectify any deficiencies, the successful bidder's bid may be rejected and will result in forfeiture of the entire amount of the successful bidder's bid deposit, which will be retained as liquidated damages.
- 2) Bidders agree to all terms and conditions of Caltrans' standard lease. The terms of this lease are posted on the Caltrans website at www.dot.ca.gov/dist4/airspace.

- 3) Caltrans reserves the right to offer this parcel to another bidder if the previously successful bidder fails to execute Caltrans' standard lease or is disqualified for failure to comply with provisions of this bid notice.
- 4) The successful bidder on all parcels requiring a "Standard Lease" must keep a Commercial General Liability Insurance policy (\$5,000,000 Minimum) in force during the term of the lease.

ALL PARCELS/BIDS ARE SUBJECT TO THE FOLLOWING:

1. Each successful bidder agrees to enter into a lease with the State of California [subject to the terms of the appropriate lease for each parcel as noted in the "Lease" column in the above table] within thirty (30) days following the auction. If the successful bidder fails to perform as required, the State has the option of awarding the parcel to the second highest bidder. *Also, please see default notice in item 5 below.*
2. No bid shall be accepted which is less than the minimum monthly bid as shown above on this notice.
3. The State reserves the right to accept only those bids that are deemed in the best interest of the State. Acceptance of bids is subject to a bidder qualifications check and Caltrans reserves the right to reject any and all bids at any time prior to the full execution of the lease.
4. Each winning bid must be accompanied by a bid deposit in the form of a certified or cashier's check payable to the State of California in an amount equal to the bid deposit for the particular parcel as listed on the parcel table on the first two pages of this package. The bid deposit of the successful bidder will remain on deposit pending full execution of the lease, and may be applied towards the Security Deposit.
5. The State will hold from Lessee an amount equal to \$1,000 plus one month's rent as security deposit (*See no. 19 on next page for more details*). Please note that the State does not characterize any portion of this deposit as "last month's rent". In the event of DEFAULT on parcels, liquidated damages will be equal to the entire bid deposit and shall be kept as the default fee.
6. The successful bidder shall present a certified or cashier's check in the amount equal to the difference between the bid deposit and the security deposit not later than seven (7) days prior to the commencement date of the lease. In addition, Lessee will present a certified or cashier's check for the first months rent not later than seven (7) days prior to the commencement date of the lease. The check(s) should be delivered to the Airspace Development Branch of Caltrans, 111 Grand Avenue, Oakland, California, 13th Floor.
7. All potential lessees should review the State's lease for acceptance prior to bidding. Please note that public parking leases in San Francisco are subject to the City's business parking tax. All Counties may also assess possessory interest tax on all leased parcels.
8. All leases with the State of California, Department of Transportation, require evidence of satisfactory insurance. All leases require a minimum \$5 million commercial general liability policy. Evidence of insurance must be provided by timely submittal of a Certificate of Insurance form. Non-compliance with this requirement will result in lease termination.
9. Either party shall have the right to cancel the lease upon (90) ninety days written notice, except that in the event of a national or other emergency, or in the event of an unexpected repair project, in which case the State shall have the right of immediate possession.
10. Re-bidding on "turned-in" lots: A Lessee that submits a 90-day notice and gives up a property shall NOT be permitted to bid at the next scheduled public auction.

11. Planning department approval: Bidders must secure local pre-approval for use from the city/county-planning department. An application is attached. [This requirement does not apply to currently occupied parcels with the same use.]
12. The airspace property is being offered and leased in an “**AS IS**” condition unless otherwise specifically noted. Tenant shall be solely responsible for any improvements, repairs, maintenance, and all clean up.
13. All bidders understand that all local, state and federal taxes as well as all local parking taxes and possessory interest taxes are the sole responsibility of the lessee.
14. Successful bidders are to utilize only the designated area as specified on the attached parcel maps and further referenced in their lease.
15. All bidders must present, prior to the auction, an accurately and completely filled “Bidder Information Sheet” (attached herein on p. 9) and a bid deposit in the form of a certified or cashier’s check in the amount indicated for each parcel. Cash or personal checks will not be accepted. Failure to present the required completed form and bid deposit in the form of a certified or cashier’s check prior to the start of the auction will result in Caltrans refusing to accept your bid.
16. Regarding current or former tenants: All must be current in rent or lease payments and in good standing under any lease or rental agreement with Caltrans. Caltrans will refuse to accept any bid from a current or former tenant who is delinquent in rent or lease payments or in breach of any other provision of a Caltrans lease or rental agreement.
17. Caltrans reserves the right to refuse any or all bids.
18. Failure of the successful bidder to execute the appropriate Caltrans lease for any reason will be considered a default by Caltrans and will result in the forfeiture of the entire bid deposit which will be kept by Caltrans as liquidated damages.
19. The successful bidder agrees to pay the first month’s rent and a security deposit 7 days prior to lease commencement. Failure to pay by the date indicated will result in forfeiture of the bid deposit which will be kept by Caltrans as liquidated damages. The lease security deposit is equal to one month’s rent plus \$1000.00. San Francisco tenants should be aware they are required by law to comply with City Ordinance Article 49 sec. 4901-4914 of the Police Code regarding “revenue control equipment.”
20. The State Freeway Lease Area (FLA) parcels offered for lease at this auction are identified by a parcel number. For your convenience, attached is an information sheet on each parcel to be auctioned. The front of the parcel information sheet includes an aerial photo of the parcel and a ground level photo. On the back of the sheet is an FLA map which specifically depicts the geographic boundaries and area of each parcel. The photos provided and any red highlighting are for your convenience only and should not be relied upon by bidders to represent the actual condition of the shown parcel as conditions may have changed between the time the photo was taken and the date of the auction. Furthermore, all information depicted in the information sheets is approximate. The net area shown on the FLA map may vary. All bidders are encouraged to personally visually inspect any parcel they wish to bid on and call the appropriate Caltrans agent with any questions prior to the date of the auction.

ADDITIONAL INFORMATION FOR FREEWAY LEASE AREA ALA-880-36

Freeway Lease Area ALA-880-36 is currently unpaved and requires development as a parking lot. The development costs of these parcels in the City of Oakland will be amortized over a lease term of 5 years with a 5-year option with rent to commence 180 days after lease execution or when a Notice of Completion is filed, whichever is earlier. The 180 days is to accommodate development and permit processing time.

The development costs should include but not be limited to:

- Engineering/Administrative Costs (Permits, etc.)
- ADA compliance
- Environmental document
- Construction signs
- Traffic Operations analysis (if applicable)
- Traffic control
- Replacement of chain link fencing, irrigation piping, landscaping and sidewalk curb as required
- Lead compliance plan
- Pavement: Of a Class 3 Aggregate Base [0.4' (120mm), AC(A) 12.5mm maximum coarse over 1.05' (315mm) AB(3)], Asphalt Concrete (Type A), Liquid Asphalt SC-70 (Prime Coat), and Minor Concrete (Cure, Sidewalk, and Curb Ramp), Temporary Concrete Washout
- Parking stall: 2-coat paint pavement marking, precast concrete parking bumper, disabled parking placards as required
- Storm Water Pollution Prevention Plan
- Drainage: Type A asphalt concrete dike, pipe culvert or concrete ditch as required
- Storm Water Monitoring Plan
- Fencing: chain link, post, gate
- Locks
- Lighting: light standards and electrical service connections
- Signage
- Performance bond (\$200,000)

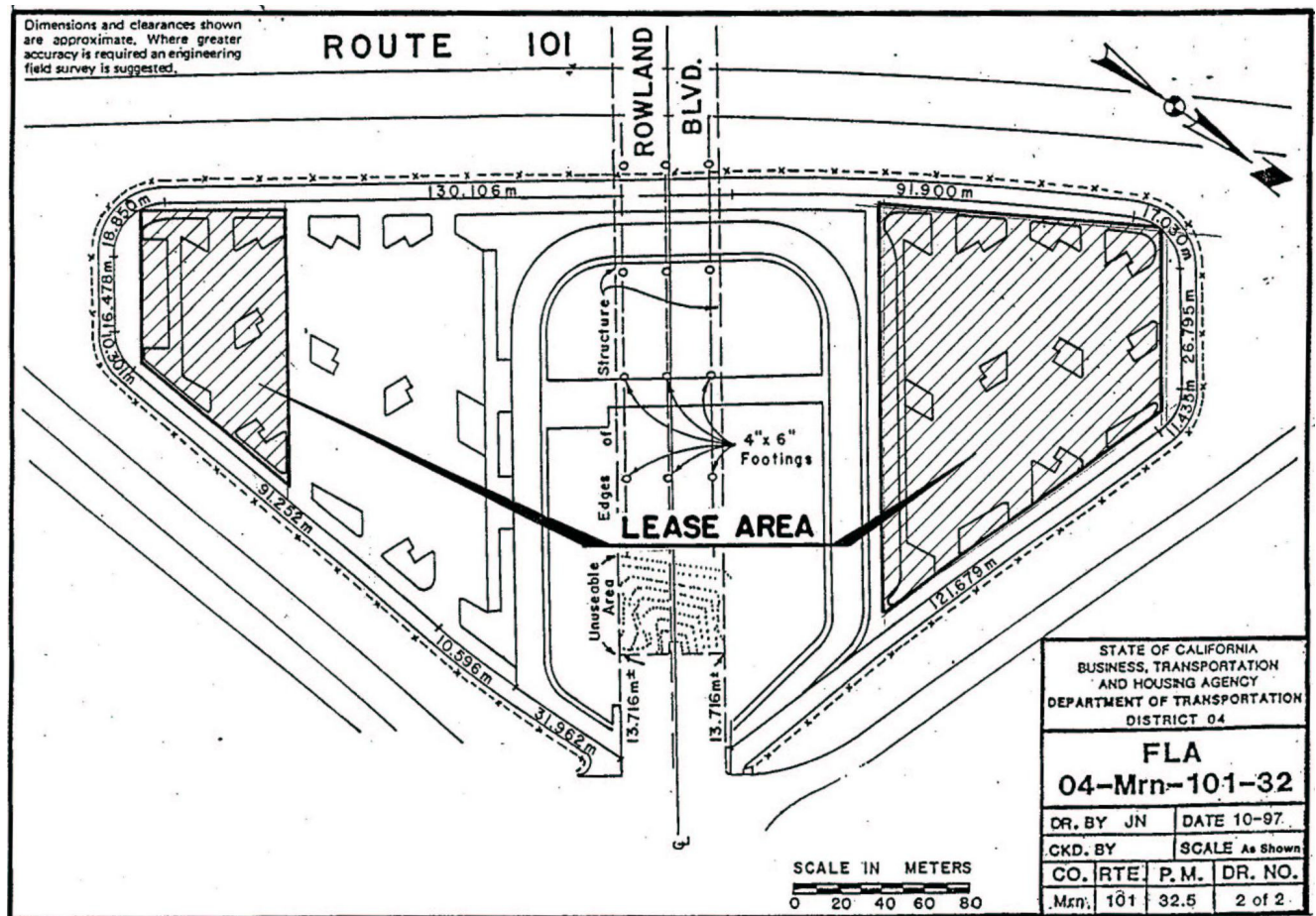
Potential bidders are requested to call Nancy Bocanegra [510-286-5420] to obtain more information regarding development requirements and lease terms.

Preliminary and final plans will be subject to review by the Department of Transportation. Construction will require the issuance of a Department of Transportation Encroachment Permit. If final plans are not approved and permits not acquired within 180 days of lease execution a default will be issued. The Department may retain the bid deposit as liquidated damages and take possession of the property.

The Department reserves the right to offer this parcel to another bidder if the previously successful bidder fails to execute the Standard Lease Application or is disqualified for failure to comply with provisions of this bid notice or any other provisions required through any supplemental notice.

ADDITIONAL INFORMATION FOR FREEWAY LEASE AREA 04-MRN-101-32

Page 1 of 2



LOT DESCRIPTION: Usage of 150 legal parking spaces ONLY

MINIMUM BID: \$2,000.00 Per Month

LOCATION: Adjacent to Hwy 101 at the Rowland Boulevard Park and Ride Lot in the City of Novato

START DATE: July 1, 2011

LEASE TERM: Two (2) years with a 90-day termination clause

LIMITED USE: The leased premises shall be used exclusively on weekends only as a parking lot for the purpose of DISPLAYING operable wheeled motor vehicles for private party sale. NO OTHER ACTIVITIES OR VENDING OF ANY KIND SHALL BE CONDUCTED, PERMITTED OR ALLOWED UPON THE LEASED PREMISES. ALL SALES TRANSACTIONS ARE TO OCCUR OFFSITE.

ADDITIONAL INFORMATION FOR FREEWAY LEASE AREA 04-MRN-101-32

Page 2 of 2

1. All bidders agree to all terms and conditions in the State of California Department of Transportation lease agreement. Please be advised that the lease was recently modified. To review a copy of the lease, please contact Leslie Wong at leslie.c.wong@dot.ca.gov (510) 286-5423.
2. The successful bidder is entitled to the use of one hundred fifty (150) legal parking spaces in the Park and Ride lot for a single period of 50 hours per week from 7:00 p.m. Friday until 9:00 p.m. Sunday. All vehicles must be removed from the premises no later than 9:00 p.m. each Sunday. There will be no storage of any items on the property.
3. The successful bidder will display in each vehicle one 8.5"x11" placard bearing a number from 1 to 150 during the hours of operations. Failure to post a placard on any display vehicle may be considered a material breach of the lease.
4. The use of any designated handicapped space is prohibited.
5. The successful bidder must maintain an attendant on the leased premises during all hours of business operation to manage all on-site operations and comply with and enforce all provisions of the lease. The hours of operation under this lease shall be:

<u>Day</u>	<u>Standard Time</u>	<u>Daylight Savings Time</u>
Friday	7:00pm – 9:00pm	7:00pm – 9:00pm
Saturday	7:00am – 5:00pm	7:00am – 6:00pm
Sunday	7:00am – 7:00pm	7:00am – 8:00pm

During these hours the attendant shall report any suspicious activities to local law enforcement or the California Highway Patrol.

6. Night patrol by security personnel after hours of operation is recommended; however, no habitation on the leased premises will be allowed.

Potential Bidders are requested to call Leslie Wong [510-286-5423] to obtain more information regarding use of this parcel and lease terms.

BIDDER INFORMATION SHEET FOR ORAL AUCTION PARTICIPANTS

The below information must be provided in full and submitted at registration prior to the beginning of the oral auction. **Bids will not be accepted without this completed form.**

BIDDER NAME: _____

ADDRESS: _____

TELEPHONE: () _____ MOBILE PHONE: () _____

ARE YOU BIDDING ON BEHALF OF A BUSINESS: YES [] NO []

IF YES, NAME OF BUSINESS: _____

PLEASE LIST BELOW ALL GUESTS ENTERING THE AUCTION WITH YOU

PLEASE LIST BELOW ALL PARCELS YOU WILL BE BIDDING ON AND PROVIDE CHECK INFORMATION

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

Parcel No. _____ Deposit \$ _____ Check No. _____

I HEREBY CERTIFY THAT I HAVE READ AND UNDERSTAND THE COMPLETE AUCTION INFORMATION PACKAGE AND AGREE TO ITS TERMS AND CONDITIONS AND THAT THE INFORMATION I PROVIDED ABOVE IS ACCURATE. I UNDERSTAND I MAY BID ONLY ON THE ABOVE LISTED PARCELS:

Signature _____ Date: _____

Do not write below this line. Caltrans Staff will provide bidder number at the time of auction registration.

BIDDER NUMBER: _____

AIRSPACE PUBLIC PARKING LEASE APPLICATION**PERSONAL INFORMATION NOTICE**

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Section 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right, upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Office.

COMPLETE ALL ITEMS - PLEASE PRINT OR TYPE
PLEASE READ PERSONAL INFORMATION NOTICE AND DISCLOSURE STATEMENTS
AT THE END OF THIS FORM
 (Co-Applicants complete separate forms.)

(The high bidder must complete and submit this form immediately after the auction)

The following statements as to experience, financial and taxpayer qualifications of the bidder are submitted with the signed bid notice and bid deposit to confirm the status of the bidder with respect to qualifications and payment of state and local taxes and fees, as a part thereof; and any material misstatement of the information submitted herein shall be grounds for rejection of the bid.

1. NAME:

Business

Name _____

Address _____ City _____ State _____ Zip _____

Mailing

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Fax Number _____ Pager Number _____

Tax Identification Number _____ Years in Business _____

Corporation _____ Partnership _____ Joint Venture _____ Individual _____ Other _____

2. OWNERS/INDIVIDUALS/CORPORATE OFFICERS:

Name _____ Title or Position _____

Residence

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Social Security Number (if applicable) _____

Name _____ Title or Position _____

Residence

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Social Security Number (if applicable) _____

Name _____ Title or Position _____

Residence

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Social Security Number (if applicable) _____

Name _____ Title or Position _____

Residence

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Social Security Number (if applicable) _____

3. BANK/CREDIT REFERENCES:

Bank or

Creditor _____

Address _____ City _____ State _____ Zip _____

Account Number _____ Type of Account _____ Balance _____

Contact Person _____ Contact Phone Number _____

3. BANK/CREDIT REFERENCES (Continued):

Bank or
Creditor _____
Address _____ City _____ State _____ Zip _____
Account Number _____ Type of Account _____ Balance _____
Contact Person _____ Contact Phone Number _____

Bank or
Creditor _____
Address _____ City _____ State _____ Zip _____
Account Number _____ Type of Account _____ Balance _____
Contact Person _____ Contact Phone Number _____

Bank or
Creditor _____
Address _____ City _____ State _____ Zip _____
Account Number _____ Type of Account _____ Balance _____
Contact Person _____ Contact Phone Number _____

4. REQUEST FOR INFORMATION:

The successful bidder must provide the following information no later than (_____). This information will be used to help fully evaluate whether the successful bidder will be allowed to execute the public parking lease and occupy the property. The information will also be used to update and/or activate a new lease account with Caltrans.

- Notarized copy of Articles of Incorporation
- Certified Copy of Partnership (if applicable-must include all partners and their responsibilities/liability)
- List of directors, officers and the agent in service (name of person who may legally sign for the company)
- Federal Tax ID number
- Certified copies of both Federal and State Income Tax returns for the past two years
- Certificates of Insurance (See Bid Notice for types and amounts)
- Certification of Funds from your bank(s)

5. CERTIFICATION

By signing this application in the space provided below, the applicant is certifying that the aforementioned statements are true. Furthermore, the applicant acknowledges that the following statements are true:

- The applicant is not in arrears on any taxes or fees owed to any City/County taxing authority due as a result from any parking business or operation.
- The applicant does not have any unsatisfied judgments from the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- The applicant does not have more than three (3) verified labor claims filed against the applicant in the past twelve (12) months by the Division of Labor Standards of the Department of Industrial Relations.
- The applicant is in "good standing" with the California Franchise Tax Board.

I, (Name of Applicant) _____ Signature _____
Date _____

I, (Name of Applicant) _____ Signature _____
Date _____

I, (Name of Applicant) _____ Signature _____
Date _____

I, (Name of Applicant) _____ Signature _____
Date _____

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.17 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

BUSINESS

BUSINESS NAME	<input type="checkbox"/> Sole Proprietorship	YEARS IN BUSINESS	FEDERAL ID NUMBER	MORTGAGE PAYMENT (per month)	RENT PAYMENT (per month)
	<input type="checkbox"/> Partnership		APPLICATION DATE		
<input type="checkbox"/> Corporation					
CURRENT BUSINESS ADDRESS (Street, City, State, ZIP Code)				YEARS	MONTHS
CURRENT LANDLORD NAME	BUSINESS TELEPHONE	FORMER LANDLORD NAME			BUSINESS TELEPHONE
FORMER BUSINESS ADDRESS (Street, City, State, ZIP Code)				YEARS	MONTHS

NAME (First) (Middle Initial) (Last)		<input type="checkbox"/> Unmarried <input type="checkbox"/> Married <input type="checkbox"/> Separated	DEPENDENTS	
DATE OF BIRTH	SOCIAL SECURITY NUMBER		HOME PHONE	<input type="checkbox"/> Self <input type="checkbox"/> Children <input type="checkbox"/> Spouse <input type="checkbox"/> Others
DRIVER'S LICENSE NUMBER	VEHICLE (Year, Make, Model)		NAME/HOME ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU	

O C C U P A T I O	CURRENT EMPLOYER			BUSINESS TELEPHONE	
	BUSINESS ADDRESS (<i>Street, City, State, ZIP Code</i>)				
	CURRENT POSITION		MONTHLY GROSS PAY	YEARS	MONTHS
	FORMER EMPLOYER		FORMER POSITION	YEARS	MONTHS

OTHER INCOME	You need not list income from alimony, child support, or separate maintenance unless you wish it considered for purposes of approving this appl.		DEPOSIT ACCOUNT	Include checking, savings, credit unions, and savings and loan associations.		
				Company Name/Location	Account Number	Average Balance
	Types of Other Income	Monthly Amount			Checking: _____	\$ _____
					Savings: _____	\$ _____
					Other: _____	\$ _____
					Checking: _____	\$ _____
			Savings: _____	\$ _____		
			Other: _____	\$ _____		

CREDIT REFERENCES

[illegible]

NON-RESIDENTIAL RENTAL APPLICATION (Cont.)

RW 11-6 (2/1996)

Business Assets

Please attach financial statements for the past two (2) years. (If self-employed or retired, attach financial statements and/or income tax returns.)

I certify that I have never filed for bankruptcy and have no accounts past due.

APPLICANT'S SIGNATURE			DATE	
In Case of Emergency, Notify:	Home Address	Home Phone	City	Relationship
1.				
2.				
Local Personal References	Home Address	Home Phone	Occupation	Length of Acquaintance
1.				
2.				

Sections 7(a)(1) and (b) of the Federal Privacy Act of 1974 (Public Law 93.5.79) provide:

"It shall be unlawful for any Federal, State or Local Government Agency to deny to any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his/her social security account number."

"Any Federal, State or Local Government Agency which requests an individual to disclose his/her social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is solicited, and what uses will be made of it."

The Department of Transportation's authority for requesting disclosure is Streets and Highways Code Section 104.6, which reads:

*"The Department is **authorized** to lease any lands which are held for State Highway purposes and are not presently needed therefore on such terms and conditions as the Director may fix and to maintain and care for such property in order to secure rent therefrom."*

The Social Security Number will be used to (1) trace delinquent tenants who have vacated without leaving a forwarding address; and (2) enable the State Controller to collect delinquent rent by the offset procedure required by State Administrative Manual Sections 8072.3, 8790.7 and 10510, as authorized by Government Code Section 12419.5.

Applicant represents that statements made above are true and correct and hereby authorizes verification of references including but not limited to the obtaining of a credit report and agrees to furnish additional credit references on request. Applicant acknowledges receipt of notification of the provisions of the Federal Privacy Act of 1974 and consent thereof.

I CERTIFY THAT I HAVE READ THE NOTICE TO APPLICANTS DESIRING TO RENT DEPARTMENT OF TRANSPORTATION PROPERTIES AND AGREE TO THE CONDITIONS SET FORTH.

The undersigned makes application to rent nonresidential property designated at address below for the rental fee and upon approval of this application agrees to sign a rental or lease agreement and to pay all sums due before occupancy.

RENTAL PROPERTY ADDRESS	RENTAL FEE
APPLICANT'S SIGNATURE	DATE

ADA Notice

For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814

APPLICATION FOR USE APPROVAL OF FREEWAY LEASE AREA

CITY OF _____

DATE: _____

PARCEL NO.: _____

This application for use of State-owned property under and/or adjacent to elevated freeway structures is to be submitted to the Planning Department for approval of the proposed use*:

A. TO BE COMPLETED BY THE PROSPECTIVE LESSEE:

1. Name: _____
2. Business Address: _____
3. Business Telephone No.: _____
4. Location of Property (attach Freeway Lease Area Maps)
5. Description of Proposed Use (be specific):

B. TO BE COMPLETED BY THE PLANNING DEPARTMENT:

1. Zoning District and Description:

2. General Plan Designation and Description:

3. Proposed Use (check the appropriate box):
☐ Permitted
☐ Conditionally Permitted
☐ Not Permitted
4. Design Review
 1. Is Design Review required (circle the appropriate response)? Yes No
 2. Is screening or landscaping required (circle the appropriate response)? Yes NoType: _____

5. Additional Explanation or Other Conditions:

Signed by: _____ Date _____
Planning Director

*You may be subject to the land use regulations of the City including the requirement for a conditional use permit for automobile fee parking.

cc: Original to Caltrans
Copy to Planning Department

PERFORMANCE BOND OF STATE HIGHWAY ENCROACHMENT PERMITTEE

TR-0001 (REV. 12/2003)

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[To Accompany the Permit]

Streets and Highways Code Section 677

BOND NUMBER		PERMIT NUMBER		PRINCIPAL	
LOCATION	DIST.	CO.	RT.	P.M.	EFFECTIVE DATE:
BOND NUMBER			PREMIUM AMOUNT		

(PLEASE FILL OUT FORM COMPLETELY)

Know All Persons By These Presents:

That _____, as **PRINCIPAL**, having an address for service of
_____, and _____, a Surety

Company qualified and duly licensed to do business in the State of California, as **SURETY**, are held and firmly bound to the
STATE OF CALIFORNIA, as **OBLIGEE**, in the sum of

Dollars (\$ _____).

lawful money of the United States of America, to be paid to the **OBLIGEE**, for which payment, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, to those persons referred to in paragraph 4 below.

THAT THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That whereas **PRINCIPAL** has made, or is about to make, application to the State of California for a permit under Article 2 of Chapter 3 of Division 1 of the Streets and Highways Code to place, change or renew an encroachment in, under or over any portion of a state highway, and Streets and Highways Code Section 677 requires a bond payable to the State of California as a condition therefore, this payment bond is executed and tendered in accordance therewith.
2. That this bond shall be subject to all of the terms and provisions of the afore-mentioned provisions of the Streets and Highways Code.
3. That if the **PRINCIPAL** shall fail to faithfully perform the work for which the encroachment permit was issued, or fail to pay all encroachment permit fees then the **SURETY** herein shall pay for the same, otherwise this obligation is null and void.
4. No right of action shall accrue under this bond to or for the use of any person or entity other than the State of California.
5. That this bond shall be deemed continuous in form, remain in full force and effect, and run concurrently with the permit period and any and all renewals, or until cancellation or withdrawal of the **SURETY** from the bond. If no work has commenced under the encroachment permit, the **SURETY** may cancel this bond upon thirty (30) days written notice to the **OBLIGEE**. Bond cancellation notice shall be sent to the Department of Transportation District Office issuing the encroachment permit. The notice should include the permit number and the project's location: county, route, and post mile.

(SEE REVERSE SIDE)

PERFORMANCE BOND OF STATE HIGHWAY ENCROACHMENT PERMITTEE

TR-0001 (REV. 12/2003)

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- 5a. ☐ Additionally, this bond shall be deemed continuous in form, remain in full force and effect, and run concurrently with the life of the permit, all permit renewals, and/or for the life of the facility within State highway right-of-way. The SURETY shall give at least thirty (30) days' written notice of the termination, cancellation or material change of the policy to the Department.
6. That the SURETY shall bear no liability on this bond in the event the encroachment permit issued to the PRINCIPAL is cancelled or withdrawn prior to commencement of work on State property by the PRINCIPAL.
7. This bond to become effective on _____.
8. This bond is executed to comply with the provisions of Chapter 3 of Division 1 of the Streets and Highways Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure, and said bond shall be subject to all of the terms and provisions thereof.

NAME OF PRINCIPAL		DATE
BUSINESS ADDRESS OF PRINCIPAL		BUSINESS PHONE
CITY	STATE	ZIP CODE
PRINT OR TYPE NAME OF AUTHORIZED SIGNATURE AND TITLE		AUTHORIZED SIGNATURE AND TITLE

NAME OF SURETY:		DATE:
BUSINESS ADDRESS OF SURETY:		BUSINESS PHONE
CITY:	STATE:	ZIP CODE:

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed on (date) _____ in (city, state) _____

_____ under the laws of the State of California.

PRINT OR TYPE NAME OF ATTORNEY-IN-FACT FOR SURETY:	SIGNATURE OF ATTORNEY-IN-FACT FOR SURETY:
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PM 90 1088 M